

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MS AMLIN CORPORATE MEMBER LTD,)
)
)
Plaintiff,)
)
) Case No. 23-cv-03253
v.)
)
)
FLOYD, INC., *et al.*)
)
)
Defendants.)

**STIPULATION TO WAIVE ANY ARGUMENT IN RESCISSION AND
DECLARATORY JUDGMENT ACTION AND BE BOUND BY COURT FINDINGS**

Plaintiff MS Amlin Corporate Member Ltd. (“Amlin”) and Defendant WestRock Company (“WestRock”) state as follows:

1. On August 4, 2023, Amlin filed its First Amended Complaint for Rescission and Declaratory Judgment (ECF No. 51) (“Amended Complaint”).
2. The Amended Complaint asserts claims by Amlin, as sole underwriting member of Lloyd’s Syndicate 2001, to rescind Motor Truck Cargo Policy No. 228352-MTC067 (the “Policy”), issued to Defendant Floyd, Inc. (“Floyd”) for the policy period of June 24, 2022, to June 24, 2023, on the grounds that Floyd made misrepresentations material to the acceptance of the risk by Amlin. (*Id.* ¶¶ 1-2.)
3. Amlin also seeks declaratory judgment relief that it has no duty to defend against, indemnify against, or pay any of the claims asserted under the Policy because the Policy should be deemed void. (*Id.* ¶ 3.)
4. Amlin named WestRock Company as a defendant because WestRock has asserted a claim for a cargo loss that occurred on August 7, 2022 in the amount of \$33,140.22. (*Id.* ¶ 47.)

5. WestRock answered Amlin's Amended Complaint. (ECF No. 65.) With respect to the core allegations Amlin asserted against Floyd, WestRock answered that it lacks knowledge or information sufficient to form a belief about the truth of the allegations. (*Id.* ¶¶ 31-57.) WestRock also asserted certain affirmative defenses. (*Id.*, p. 18.)

6. WestRock has not filed a counterclaim against Amlin or a cross-claim against any defendant.

7. Through its counsel, WestRock hereby stipulates to be bound by this Court's judgment, jurisdiction, findings, and other orders and decrees made by this Court. In exchange, Amlin agrees to voluntarily dismiss WestRock from this lawsuit.

8. STIPULATIONS:

- a. WestRock shall be bound to any final order of this action;
- b. WestRock does not waive any claim it might have against Floyd and reserves the right to prosecute its claims in a suitable forum;
- c. If the Court denies Amlin's requested relief for declaratory judgment, WestRock reserves its rights to pursue any claims it previously submitted under the Policy; and
- d. WestRock shall be dismissed as a party in this action.

ADDITIONAL CONDITIONS:

- a. These Stipulations may be signed by counter-part signature as if all signatures were on a single page;
- b. These Stipulations may be signed by electronic and/or PDF signatures as if original signatures; and
- c. These Stipulations and the Order made part hereof may be entered without notice to any of the other parties.

9. This Stipulation is made without costs to Amlin or WestRock.

WHEREFORE, Amlin and WestRock request that the Court enter an Order dismissing WestRock from this action on the terms and conditions provided herein.

Dated: November 14, 2023

Respectfully submitted,

/s/ John S. Vishneski III

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CERTIFICATE OF SERVICE

I hereby certify that on November 14, 2023, a true and correct copy of the foregoing was filed with the Clerk of Court using the CM/ECF system, which sends notice to all counsel of record.

/s/ Lauren S. Gubricky
Lauren S. Gubricky